

JPA File No.: 06-040
AG Contract No.: KR06-1072TRN
Project: Master Electrical Maintenance
Section: various
TRACS No.: MAINTAGR
Budget Source Item No.: n/a

**MASTER ELECTRICAL MAINTENANCE
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
MOHAVE COUNTY

THIS AGREEMENT is entered into this date December 5th, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and COUNTY OF MOHAVE, Arizona, acting by and through its BOARD OF SUPERVISORS, ("the County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251, § 11-951, and § 28-6701 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. The State and the County have entered into this Agreement to define the maintenance and electrical power responsibilities for the traffic signal and roadway lighting at locations listed in Exhibit A, attached hereto and made a part hereof, for the safety and benefit of the traveling public as set forth in this Agreement, hereinafter referred to as the "Agreement." The State shall be responsible for the routine and emergency maintenance of the traffic signal and lighting attached to the signal, ancillary traffic signal equipment, and intersection pavement markings. The County will be responsible for the electrical power costs to operate all signal and attached lighting-related appurtenances. As the need for future traffic signal locations and roadway lighting improvements become necessary, additional locations shall be added by Amendments to Exhibit A by mutual agreement between the State and the County.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 28581
Filed with the Secretary of State
Date Filed: 12/5/06
Janice K. Brown
Secretary of State
By: [Signature]

II. SCOPE OF WORK

1. The State shall:

a. Provide routine and emergency operation and maintenance to the traffic signal, attached lighting, ancillary equipment, and intersection pavement markings upon completion of construction, at the State expense.

2. The County shall:

a. Be responsible for obtaining the electrical power to operate the traffic signal and attached lighting, all at County expense, upon completion of construction.

b. Grant the State, right-of-entry access to existing County rights-of-way as required to perform routine/emergency maintenance work for the traffic signal, attached lighting, ancillary equipment, and intersection pavement markings.

3. It is understood and agreed by both Parties that:

a. Future installation of traffic signals, attached lighting or EVP equipment at various intersections with State highways and County highways or roads shall require an amendment to add additional locations to Exhibit A or maintenance responsibilities under this Agreement. This agreement supercedes and replaces all past JPA electrical maintenance agreements of these signalized locations.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effective and are incorporated herein. However, it is understood and agreed that, in the event the County fails to budget or provide for electrical power, as set forth in this Agreement, the State shall in no way be obligated to be responsible for the electrical power to the traffic signal and lighting. Either party may cancel this Agreement at any time prior to commencement of construction of the traffic signal and intersection improvements upon a thirty (30) day notice to the other party.

2. The State and County assume no financial obligation or liability under this Agreement for any resulting construction project, other than the maintenance obligations specifically set forth in this Agreement. It is understood and agreed that the State's participation is confined solely to that set forth under this Agreement.

4. This Agreement shall become effective upon filing with the Secretary of State.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7344
(602) 712-7424 Fax

Mohave County
Public Works Department
P.O. Box 7000
3675 E. Andy Devine Avenue, Suite C
Kingman, AZ 86402
928-757-0910 phone
928-757-0921 Fax

9. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every payment obligation of the State and County under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or County at the end of the period for which the funds are available. No liability shall accrue to the State or County in the event this provision is exercised, and neither the State nor the County shall be obligated or liable for any future payments as a result of termination under this paragraph.

11. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

MOHAVE COUNTY, ARIZONA

STATE OF ARIZONA

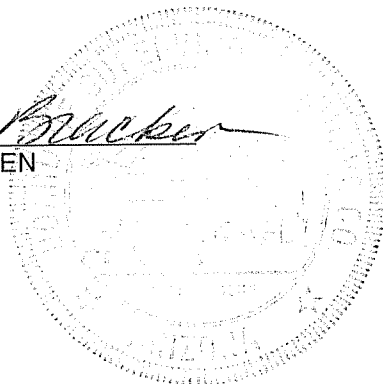
Department of Transportation

By Pete Byers
Pete Byers, Chairman
Mohave County Board of Supervisors

By Douglas A. Forstie
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST

By Barbara Bracken
BARBARA BRACKEN
Clerk of the Board



G:\06-040 Electrical and Maintenance
Mohave County
FINAL Draft 10/5/06

EXHIBIT A**LOCATIONS OF SIGNALIZED INTERSECTIONS OF STATE ROUTES WITH THE
MOHAVE COUNTY ROADWAYS FOR MAINTENANCE UNDER THIS AGREEMENT****State route and milepost**

1. SR66 at MP 61.86
2. SR95 at MP 227.30
3. SR95 at MP 229.30
4. SR95 at MP 330.30
5. SR95 at MP 331.30
6. SR95 at MP 234.40
7. SR95 at MP 236.40
8. SR95 at MP 237.40
9. SR95 at MP 237.85
10. SR95 at MP 238.42

Intersection with Mohave County Roadway

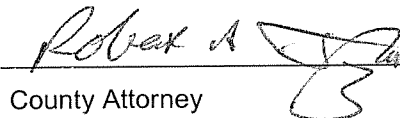
Kingman Airport, Industrial Road
Courtwright Road
Laguna Road
Willow Drive
King Street
Boundary Cone Road (153)
Joy Lane
El Rodeo Road
Aztec Road
Camp Mohave Road

ATTORNEY APPROVAL FORM FOR MOHAVE COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and MOHAVE COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 26th day of October, 2006.


County Attorney

When recorded, return to
Clerk of the Board
Mohave County Board of Supervisors
P. O. Box 7000
Kingman, Arizona 86402-7000
(928) 753-0729

MOHAVE COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 2006- 647

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR MASTER ELECTRICAL MAINTENANCE BETWEEN THE STATE OF ARIZONA AND MOHAVE COUNTY FOR THE PURPOSE OF DEFINING THE MAINTENANCE AND ELECTRICAL POWER RESPONSIBILITIES FOR THE TRAFFIC SIGNAL AND ROADWAY LIGHTING AT STATE HIGHWAY INTERSECTIONS WITH MOHAVE COUNTY ROADWAYS.

WHEREAS, the Board of Supervisors of Mohave County met in regular session on November 6, 2006; and


WHEREAS, Mohave County desires to enter into an Intergovernmental Agreement with the State of Arizona for master electrical maintenance, which defines the maintenance and electrical power responsibilities for traffic signal and roadway lighting at state highway intersections with Mohave County roadways; and

WHEREAS, Mohave County is empowered to enter into this agreement by virtue of provisions of Arizona Revised Statutes § 11-251, § 11-951, and § 28-6701, and the State of Arizona is empowered to enter into this agreement by virtue of the provisions of Arizona Revised Statutes § 28-401; and

NOW, THEREFORE BE IT RESOLVED that the Mohave County Board of Supervisors hereby approves the Intergovernmental Agreement between Mohave County and the State of Arizona, and hereby authorizes the Chairman to enter into and execute said agreement on behalf of the County.

PASSED, APPROVED, AND ADOPTED by the Mohave County Board of Supervisors on November 6, 2006.

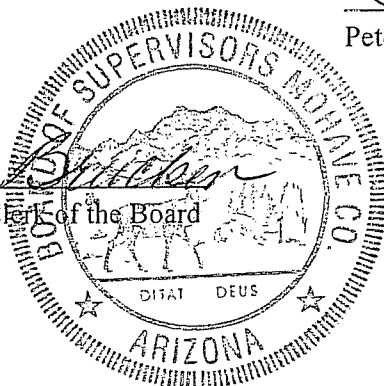
MOHAVE COUNTY BOARD OF SUPERVISORS



Pete Byers, Chairman

ATTEST:


Barbara Bracken, Clerk of the Board



MOHAVE COUNTY REQUEST FOR BOARD ACTION FORM

From: Michael P. Hendrix, P.E., Public Works Director

FORMAL ACTION ☐

CONSENT ☐

Date: October 25, 2006

RESOLUTION ☒

OTHER ☐

BOS Meeting Date: November 6, 2006

INFORMATION ONLY ☐

SUMMARIZE THE ISSUE & DESIRED ACTION CLEARLY/ATTACH BACKUP MATERIAL:

Mohave County desires to enter into an Intergovernmental Agreement with the State of Arizona for master electrical maintenance, which defines the maintenance and electrical power responsibilities for traffic signal and roadway lighting at state highway intersections with Mohave County roadways.

Arizona Revised Statutes § 11-251, § 11-951, and § 28-6701 empower Mohave County to enter into this agreement.

Recommended Motion: Move to adopt BOS Resolution 2006-647, approving the Intergovernmental Agreement for master electrical maintenance between Mohave County and the State of Arizona for the purpose of defining the maintenance and electrical power responsibilities for the traffic signal and roadway lighting at state highway intersections with Mohave County roadways; and further move to approve recording in the official records of the Mohave County Recorder's Office BOS Resolution 2006-647 upon its being signed by the Board Chairman and Clerk.

Ret
County Attorney ☒

Reviewed and Approved By:
Personnel ☐

Finance ☐

County Manager ☒

Approved as Requested ☐

Board Action Taken:

No Action Taken ☐

Disapproved ☐

Continued to _____

☐ Approved with the following changes:

Acknowledged receipt and referred to _____

Filing Information and Retrieval

Filed Bid _____

BOS Resolution 2006-647

Filed Petition _____

Filed Land Sold _____

Filed Franchise _____

Filed Improvement District _____

2818
Filed Agreement 2818

Filed Yearly Correspondence RECEIVED

Filed Dedication _____

Filed Land Acquired NOV 14 2006

I.D. Resolution _____

Filed Other M.C. PUBLIC WORKS


Date Routed: NOV 14 2006

Additional Information: Copy of reso attached. Please return one to SA once signed by the State.

XC:

You are reminded that items for the agenda, along with complete backup, must be in the County Manager's Office 10 days prior to Board Meeting.

Item No. 107

<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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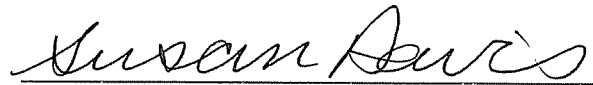
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-1072TRN (**JPA 06-040**), an Agreement between public agencies, i.e., The State of Arizona and Mohave County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: November 29, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:989255
Attachment